

**AN AGREEMENT BETWEEN THE
LITTLE EGG HARBOR TWP. CAFETERIA WORKERS
ASSOCIATION
AND THE
BOARD OF EDUCATION OF
LITTLE EGG HARBOR TOWNSHIP
COUNTY OF OCEAN, NEW JERSEY**

The Little Egg Harbor Township Board of Education is an Affirmative Action/Equal Opportunity Employer.

PREAMBLE

This Agreement entered into this 1st day of July, 1999, by and between the Board of Education of Little Egg Harbor Township, County of Ocean, State of New Jersey, hereinafter called the "Board," and the Little Egg Harbor Township Cafeteria Workers Association, hereinafter called the "Association."

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ARTICLE I RECOGNITION

1.01 Unit

The Board recognizes the Little Egg Harbor Cafeteria Workers Association as the exclusive and sole representative for all cafeteria workers, full and part-time, employed by the Board with the exception of those classified as confidential under law.

Exclusion:

District Cafeteria Manager

ARTICLE II
ASSOCIATION RIGHTS AND PRIVILEGES

- 2.01 The Board agrees to make available to the Association, free of charge, all available public information to which it is entitled by law.
- 2.02 Whenever any employee is mutually scheduled by the parties to participate in negotiations or grievance proceedings, during working hours, he/she shall suffer no loss in pay.
- 2.03 With the advanced approval of the Superintendent, representatives of the Association shall be permitted to perform Association business on school property provided that such shall not interfere with or interrupt normal cafeteria operations or other scheduled use of the building/facilities.
- 2.04 The Association shall have in each school cafeteria the use of a bulletin board. Copies of all materials posted on such bulletin boards by the Association shall be transmitted to the building principal, but no approval shall be required for posting. The Board and its representatives shall have the right to post communications on the Association bulletin boards. Posted materials shall not be offensive to nor derogatory in nature toward the Board of Education or its members, community members, administrative personnel, students, or any individual or group of employees.
- 2.05 The Association shall have the right to use inter-school mail facilities and school mailboxes for Association business.

ARTICLE III GRIEVANCE PROCEDURE

3.00 Definitions

- 3.01.1 Grievance – A grievance is a claim, involving terms and conditions of employment, by an employee or by the Association based upon the interpretation, application, or violation of the negotiated agreement, Board policy or administrative decisions.
- 3.01.2 Grievant – A grievant is the person, persons, or the Association claiming a grievance.
- 3.01.3 Party of Interest – A party of interest is the grievant, the Association, the Board, and any person who might be required to take action in order to resolve the grievance.

3.02 Purpose

The purpose of a grievance is to secure the rights of the parties. Both parties agree that grievance proceedings will be kept as informal and confidential as may be appropriate at any level.

3.03 Procedure

- 3.03.1 Time Limits – The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. However, the time limits specified may be extended by mutual agreement.
- 3.03.2 Year-End Grievances - In the event a grievance is filed at such time that it cannot be processed through all the levels by the end of the following school year could result in irreparable harm to a party in interest, the time limits set forth herein may be reduced with mutual consent so that the grievance procedure may be exhausted prior to the end of the school year, or as soon thereafter as is practicable.
- 3.03.3 Level One – Principal or Immediate Supervisor – an employee with a grievance may submit it within seven (7) calendar days of the date of the incident which gave rise to the grievance. The grievance must be submitted in writing to the grievant's principal or immediate supervisor either directly or through the Association's designated representative, with the objective of resolving the grievance informally.
- 3.03.4 Level Two – Superintendent of Schools – If the grievant is not satisfied with the disposition of his/her grievance at Level One, he/she may file a written appeal to the Superintendent. Such appeal must be submitted within seven (7) calendar days of the date of the Level One response or, if no response was received, within fourteen (14) calendar days of the date of the grievance was filed at Level One. The Superintendent shall acknowledge receipt of the grievance and shall schedule a hearing with the grievant, at which time the Superintendent shall consider the relief sought. The Superintendent shall render his decision to the grievant, in writing, not more than fourteen (14) calendar days after the hearing.
- 3.03.5 Level Three – Board of Education – If the grievant is not satisfied with the disposition of his/her grievance at Level Two, he/she may request that the Association appeal the grievance to the Board. Such appeal by the Association must be submitted within seven (7) calendar days of the date of Level Two response or, if no response was received, within fourteen (14) calendar days of the date the grievance was filed at Level Two. The Board, a committee thereof, or its designees may conduct a hearing within thirty (30)

calendar days of the date the grievance is appealed, in writing, to the Board. The Board shall render its decision not more than thirty (30) calendar days after its receipt of the written grievance appeal if a hearing is not held, or within thirty (30) calendar days of the date of the hearing.

- 3.04 **Right of Employees to Representation** – A grievant may be represented at all stages of the procedure by himself/herself or, at his/her option, by a representative selected or approved by the Association. When an employee is not represented by the Association, the Association shall have the right to be present and state its views at Level Two and all subsequent levels.
- 3.05 **Reprisals** – No reprisals of any kind shall be taken by the Board, the Association, or by any member of the Administration or of the Association, or any person, for participation or non-participation in any grievance.
- 3.06 **Miscellaneous**
 - 3.06.1 **Written Decisions** – All decisions shall be in writing. Such written decisions shall be transmitted promptly to all parties in interest and to the Association.
 - 3.06.2 **Separate Grievance File** – All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
 - 3.06.3 **Grievance Forms** – Forms for filing grievances shall be prepared jointly by the Superintendent and the Association and given appropriate distribution in order to facilitate operation of the grievance procedure. Cost for the preparation of said forms shall be borne equally by the Association and the Board.

ARTICLE IV WORK YEAR

4.01 Calendar

The cafeteria workers year shall be one hundred eighty workdays (180). In addition, employees may be required to work up to five (5) additional workdays. Each employee shall be compensated for hours worked on such additional workdays at his/her regular hourly rate or, at the option of the Board, by an equal number of hours off, with pay, on days to be designed by the Board.

4.02 Hours not worked when employees are dismissed early, such as on student early dismissal days, may be used for staff meetings and for training. Except in the case of a sudden need, if any such meeting or training and, when possible, staff shall be informed of the specific times and date(s) of such training or meeting at least two or more weeks in advance. Such training and/or meetings may occur on, prior to, or after the day(s) when staff is to be dismissed early.

4.03 When an employee is directed to attend out-of-district training programs or workshops, by the Superintendent or his designee, he/she shall be paid her/his straight time hourly rate commencing with sign-in and ending with sign-out at the program or workshop but not for more hours than pre-approved by the Superintendent or his designee. In the event such training or workshop is scheduled for a regular workday, the employee shall be guaranteed a minimum of a regular day's pay, but the employee maybe required to perform regular work for the portion of the day that the training or workshop schedule permits.

**ARTICLE V
WORKDAY**

- 5.01 Each employee's regular workday, not including an unpaid meal break, shall not exceed eight (8) hours. The Board shall determine the specific workday for each employee.
- 5.02 Employees shall be entitled to a fifteen (15) minute duty free lunch break each day.
- 5.03 Employees shall be required to sign-in and sign-out each day. Each employee's actual hours of work shall be recorded on the sign-in/sign-out sheets.

ARTICLE VI COMPENSATION

6.01 Salaries

Salary guides are detailed in Appendix "A" and Longevity guide "Appendix "B" which are considered to be a part of this agreement.

6.02 Compensation for Extra Functions

Whenever an employee is assigned by the district to perform cafeteria duties outside the hours of the regularly scheduled workday, including, but not limited to, evening and weekend functions, he/she shall be compensated at the rate established in Appendix "A" of this Agreement.

6.03 Uniforms

Employees shall be required to wear uniforms. The official uniform shall meet the approval of the Board and shall include white shoes. Employees shall be entitled to a reimbursement for the purchase of Board of Education approved clothing parts up to \$200.00 annually, upon presentation of an acceptable receipt.

6.04 Retirement

A Cafeteria employee who notifies the Board in writing on or before January 2nd of any year, of their intention to retire at the end of that school year, and who actually files a retirement paper with the New Jersey State Retirement System, shall be entitled to receive a Terminal Leave Compensation. Said Terminal Leave Compensation shall be computed as follows: For every two (2) days of accumulated unused sick leave, the retiree shall be paid at his/her per diem rate in existence in the year of retirement. In order to qualify for Terminal Leave Compensation, the employee retiring must have at least fifty (50) accumulated unused sick days at the time of retirement.

ARTICLE VII
EMPLOYEE INSURANCE BENEFITS

7.01 **Fringe Benefits** - All benefits listed in this article will be afforded to employees designated as full time by the Board of Education.

7.02 The effective date of enrollment for new employees in any of the district's employee insurance programs shall be the first day of the month following thirty (30) or more calendar days of active employment.

7.03 (a) **Medical Insurance** - The Board shall pay 100% of the premium required for the enrollment of an employee with more than three years of employment and her/his eligible dependents. All new employees shall be offered the DPP plan. Dependent coverage is contributory for all new employees. Upon tenure (beginning of year 4), employees will have a choice of DPP, or the Traditional Plan. At that time, dependent coverage will be paid by the Board of Education.

Employees may elect to enroll in one of the district's HMO programs in lieu of the district's basic health insurance program. For such employees the Board shall contribute the same dollar amount per month that it would have paid toward enrollment in the basic health insurance program. Additional premium amounts due, if any, shall be deducted from each participating employee's paychecks.

There shall be mandatory second opinion for certain surgical procedures as designated by the insurance carrier. These mandatory second opinions shall be covered under the insurance policy.

The health insurance program shall include full family prescription coverage, the co-pay for which shall be \$5/\$0 (\$5 name brand, \$0 generic)

The Board of Education shall have the discretion of choosing the New Jersey State Health Benefits Plan to provide insurance coverage for the unit, provided such coverage is equal to or better than that which currently exists.

7.04 **Dental Insurance** - For the life of this agreement the Board shall pay 100% of the premiums required for the enrollment of an employee in the district's dental insurance program.

7.05 **Disability Insurance** - The Board of Education will assume 100% of the cost of the premiums for disability insurance for the employee only.

SALARY GUIDES
(SEE APPENDIX "A")

LONGEVITY
(SEE APPENDIX "B")

ARTICLE VIII TEMPORARY PAID LEAVE

8.01 Sick Leave

Employees shall be entitled to ten (10) accumulative and two (2) non-accumulative sick days per year with no loss of salary. The two non-accumulative days shall be used only after the ten accumulative days have been exhausted each year. Unused accumulative sick days may accrue from year to year.

8.02 Personal Leave

Employees shall be entitled to up to three (3) days per year for emergencies or personal business. Requests for leave must be submitted, in writing, to the Superintendent at least three (3) days in advance and the reason for the requested time off and justification of the unavoidable conflict with regular work hours must be stated. In an emergency, the Superintendent may approve requests submitted less than three (3) days in advance. Unused personal leave days shall not accumulate.

8.03 Bereavement Leave

In the case of a death in any employee's immediate family, or the immediate family of the employee's spouse, the employee shall be granted, when necessary, leave for up to four (4) workdays in the seven (7) calendar day period immediately following the date of death. Immediate family shall be defined as father, mother, spouse, child, brother, sister, or any close relative residing in the household. In the event of the death of a relative not listed above, one (1) day shall be granted to attend funeral or memorial services.

8.04 Family Illness

Employees may be granted up to four (4) days for the critical or terminal illness of a member of the employee's immediate family as defined above, under "Bereavement Leave." A written statement from the attending physician verifying the seriousness of the illness shall be required.

8.05 Court Order

In case of absence from school caused by court subpoena directly related to an employee's official district duties, no deduction from salary shall occur provided such subpoena is filed with the Superintendent prior to the date of absence.

8.06 Other Leaves

Nothing in this section shall prevent the Board from granting other temporary leaves for good and sufficient reasons. Such leaves may be with or without pay.

8.07 Employees Scheduled to Work Less Than Five (5) Days Per Week

Paid temporary leave for employees scheduled to work less than five (5) days per week shall be prorated.

8.08 Jury Duty

Employees called for Jury Duty shall not suffer a pay loss for the period of such jury service provided the employee requests, in writing, and is denied a postponement of jury services until the summer recess period and submits copies of the request and denial to the Board. Employees shall receive their regular day's pay for each day of jury duty but must reimburse the district the amount of any jury pay received.

8.09 Professional Day

Provide each cafeteria worker with one (1) professional day per year with Board approval.

8.10 Sick Leave Bonus

A cafeteria worker who does not utilize his/her annual sick leave entitlement shall receive one hundred dollars (\$100) at the conclusion of the school year.

ARTICLE IX
EXTENDED UNPAID LEAVES OF ABSENCE

- 90.1 Each employee shall be eligible for an unpaid leave of absence for military service pursuant to statute.
- 9.02 Employees shall be eligible for an unpaid leave of absence for family matters pursuant to the New Jersey Family Leave Act.

ARTICLE X MISCELLANEOUS PROVISIONS

- 10.01 This Agreement incorporates the entire understanding of the parties on all matters which were or could be the subject of negotiations. During the term of this Agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by the Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.
- 10.02 This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.
- 10.03 If any provisions of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provisions or applications shall not be deemed valid and subsisting, except to the extent permitted by law, but all other revisions or applications shall continue in full force and effect.
- 10.04 Copies of this agreement shall be reproduced and distributed within thirty (30) days of its signing by the presidents of the respective groups. The cost of reproduction shall be borne by the Board of Education.
- 10.05 The probationary period for a new employee shall be six (6) months. An employee whose employment is terminated by the Board within the six month probationary period shall not have the right to grieve such termination under Article III of this Agreement.
- 10.06 Whenever any notice is required to be given by either of the parties of this agreement to the other, pursuant to the provisions(s) of this Agreement, either party shall do so by telegram or registered letter at the following addresses:

If by Association Little Egg Harbor Twp. Cafeteria Workers Association
950 North Green Street
Little Egg Harbor, NJ 08087

10.07 The Board reserves jurisdictions and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this Agreement, in accordance with applicable laws, and regulations (1) to direct employees of the school district; (2) to hire, promote, transfer, assign, and retain employees in positions in the school district; and to suspend, demote, discharge, or take other disciplinary action against employees; (3) to relieve employees from duty because of lack of work or for other legitimate reasons; (4) to maintain efficiency of the school district operations; (5) to determine the methods, means and personnel by which such operations are to be conducted; (6) to determine work

schedules and to order overtime; and (7) to take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.

- 10.08 No Association member shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.
- 10.09 For the duration of this Agreement the Board agrees not to negotiate with any organization other than the Little Egg Harbor Twp. Cafeteria Workers Association over matters relating to the terms and conditions of employment of employees in this unit.

XI
EMPLOYEE RIGHTS

11.01 No cafeteria worker shall be formally disciplined, reprimanded, or reduced in rank or compensation without just cause

XII
REPRESENTATION FEE

12.01 Purpose of Fee

If a cafeteria worker does not become a member of the Association during any membership year which is covered by this Agreement, said worker shall be required to pay a representation fee to the Association for that membership year. The purpose of this fee shall be to offset the worker's per capita cost of services rendered by the Association as majority representative.

12.02 Amount of Fee/Notification

Prior to October 1 of each year the Association will certify to the Board Secretary in writing the amount of the regular membership dues charged by the Association. The representation fee paid by non-members will not exceed 85% of membership dues, initiation fees and assessments.

12.03 Deduction and Transmission of Fees

Notification - Prior to October 1, the treasurer of the Association shall submit to the Board Secretary a list of employees who have not become members.

Payroll Deduction Schedule - The full amount of the representation fee shall be deducted in equal installments beginning with the February paycheck.

Termination of Employment - If an employee terminates his/her employment or is terminated by the Board, it is agreed that the representation fee is paid in full, as it is with regular dues. The employee is not liable for deductions beyond the last day of the last month of employment.

Mechanics - Except as otherwise provided in the Article, the mechanics of transmissions of such fees to the Association shall, as nearly as possible, be the same as those for the transmission of regular membership dues to the Association.

Changes - The Association shall notify the Board Secretary in writing of any changes in the list provided for paragraph 1 above and/or the amount of the representation fee, and such changes shall be reflected in any deductions in the subsequent payroll period.

New Employees - On or about the last day of each month, beginning with the month in which the Agreement becomes effective, the Board shall submit to the Association a list of all cafeteria workers who began their employment during the preceding thirty (30) days. The list shall include names, date of employment and assignment.

ARTICLE XII
DURATION OF AGREEMENT

13.01 This Agreement shall be effective as of July 1, 1999 and shall continue in effect until June 30, 2002.

13.02 IN WITNESS WHEREOF, the Association has caused this Agreement to be signed by its president and secretary and the Board has caused this Agreement to be signed by its president, attested by the Board Secretary.

LITTLE EGG HARBOR TOWNSHIP CAFETERIA WORKERS ASSOCIATION

Rosalie Cusumano
Scott D. Mason
President

6-9-00

6/69/00

Date

Jenellas
Secretary

6-9-00

Date

LITTLE EGG HARBOR TOWNSHIP BOARD OF EDUCATION

Scott D. Mason
President

6/9/00

Date

Vickie R. Johnson
Secretary

06-09-2000

Date

6/00
/ag
cafeteriaworkers992001

APPENDIX "A"
SALARY GUIDES

LITTLE EGG HARBOR TWP.
CAFETERIA WORKERS GUIDES

<u>1999-00</u>		<u>2000-01</u>		<u>2001-2002</u>	
<u>Step</u>	<u>Rate/Hour</u>	<u>Step</u>	<u>Rate/Hour</u>	<u>Step</u>	<u>Rate/Hour</u>
1	7.23	1	7.25	1	7.30
2	7.63	2	7.51	2	7.53
3	7.86	3	7.92	3	7.80
4	8.01	4	8.18	4	8.22
5	8.63	5	8.31	5	8.49
6	8.92	6	8.94	6	8.83
7	9.22	7	9.23	7	9.27
8	9.51	8	9.54	8	9.56
9	9.83	9	9.84	9	9.88
10	10.16	10	10.1	10	10.18
11	10.59	11	10.50	11	10.51
12	10.92	12	10.95	12	10.85
13	11.26	13	11.29	13	11.32
14	11.60	14	11.64	14	11.68
15	11.89	15	11.98	15	12.04
16	12.44	16	12.28	16	12.39
17	12.93	17	12.83	17	12.70
18	13.51	18	13.33	18	13.25
19	14.09	19	13.92	19	13.76
20	14.67	20	14.52	20	14.35
21	15.13	21	15.11	21	14.95
		22	15.60	22	15.57
				23	16.07

***Compensation for extra functions shall be as follows:**

July 1, 1999 - June 30, 2002 - \$17.50 per hour

APPENDIX "B"
LONGEVITY

Longevity to be phased in over term of contract

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	
after 5 years	64	167	250	(total)
after 10 years	167	334	500	(total)
after 15 years	250	500	750	(total)
after 20 years	335	670	1000	(total)
after 25 years	500	1000	1500	(total)

beyond 25 years \$100 per year additional